IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS (CORPUS CHRISTI)

	X	
In re:)	Chapter 11
ASARCO, LLC, et al.,)	Case No. 05-21207 (Jointly Administered)
)	
Debtor.)	
	X	

NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: FULCRUM CREDIT PARTNERS LLC ("Transferor")

3801 S. Capital of Texas Hwy. Ste 330

Austin, Texas 78704-4464 Fax: (512) 473-2772

2. Please take notice of the transfer, in the amount of \$12,000,000.00, of your general unsecured claim against ASARCO, LLC, above, as evidenced by the Proof of Claim No. 18225 (attached in Exhibit B hereto), to:

HALCYON MASTER FUND, L.P. ("Transferee")

c/o Halcyon Asset Management LP 477 Madison Avenue New York, New York 10022

Fax: (212) 838-8299

An evidence of transfer of claim is attached hereto as <u>Exhibit A</u>. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the instructions attached in <u>Exhibit C</u>.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of Texas (Corpus Christi)

	Attn: Clerk of Court 1133 N. Shoreline Blvd. Corpus Christi, TX 78401
	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
TIMELY FIL	file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT ED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON IDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
This notice wa 2009. INTERNAL C	S OFFICE USE ONLY: as mailed to the first named party, by first class mail, postage prepaid on ONTROL NO Claims Agent Transferee Debtor's Attorney
	Denuty Clerk

EXHIBIT A

EVIDENCE OF TRANSFER OF CLAIM

EXHIBIT A

EVIDENCE OF TRANSFER

TO: THE DEBTOR AND THE BANKRUPTCY COURT

Fulcrum Credit Partners LLC, with an address at 3801 S. Capital of Texas Hwy. Ste 330, Austin, Texas 78704-4464 ("Seller") transfers unto Halcyon Master Fund, L.P., its successors and assigns ("Buyer"), pursuant to the terms of that certain Purchase and Sale Agreement For Certain Claims In The Chapter 11 Cases, of even date herewith (the "Agreement"), all of its right, title and interest in and to the claims, identified on the attached Schedule (the "Claims"), against ASARCO LLC (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), jointly administered under In re ASARCO LLC, et al., Chapter 11, Case No. 05-21207. Seller hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing the Buyer as the sole owner and holder of the Claims. Seller further directs the Debtor, the Bankruptey Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Evidence of Transfer to be duly executed as of July 4, 2009.

SELLE	<u>R</u> :
FULCR	UM CREDIT PARTNERS LLC
By:_ _	
Name: Title:	Matthew W. Hamilton Authorized Signatory
BUYEF	<u>₹</u> :
HALCY	ON MASTER FUND, L.P.
•	leyon Offshore Asset Management LLC, Its Investment Advisor
Ву:	
Name:	
Title:	

¹ Capitalized terms not otherwise defined herein, have those meaning ascribed to such terms in the Agreement.

EXHIBIT A

EVIDENCE OF TRANSFER

TO: THE DEBTOR AND THE BANKRUPTCY COURT

Fulcrum Credit Partners LLC, with an address at 3801 S. Capital of Texas Hwy. Ste 330, Austin, Texas 78704-4464 ("Seller") transfers unto Halcyon Master Fund, L.P., its successors and assigns ("Buyer"), pursuant to the terms of that certain Purchase and Sale Agreement For Certain Claims In The Chapter 11 Cases, of even date herewith (the "Agreement"), all of its right, title and interest in and to the claims, identified on the attached Schedule (the "Claims"), against ASARCO LLC (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), jointly administered under In re ASARCO LLC, et al., Chapter 11, Case No. 05-21207. Seller hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing the Buyer as the sole owner and holder of the Claims. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Evidence of Transfer to be duly executed as of July____, 2009.

SELLER:

FULCRUM CREDIT PARTNERS LLC

By:

Name:

Title:

BUYER:

HALCYON MASTER FUND, L.P.

By: Halcyon Offshore Asset Management LLC,

Its Investment Advisor

By: Name: Title:

James W. Sykes

Managing Principal

$\underline{\textbf{EXHIBIT B}}$

PROOF OF CLAIM

Case 05-21207 Document 12435 Filed in TXSB on 08/10/09 Page 7 of 15 Case 05-21207 Document 12069 Filed in TXSB on 07/23/09 Page 5 of 12

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS CORPUS CHRISTI DIVISION

In re:	8	Case No. 05-21207
ASARCO LLC, et al.,	8	Chapter 11
Debtors.	& & &	Jointly Administered

ORDER APPROVING COMPROMISE AND SETTLEMENT WITH READY MIX USA, LLC

Upon consideration of the Motion to Approve Compromise and Settlement Agreement with the Ready Mix USA, LLC (the "Motion"); and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided as set forth in the Motion, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtor and its estate and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that the compromise and settlement (the "Settlement") between ASARCO LLC and Ready Mix USA, LLC, as described in the Motion, is approved; and it is further

ORDERED that pursuant to the Settlement, Ready Mix shall have an allowed general, unsecured claim in the amount of \$12 million in full satisfaction of its surviving Proof of Claim No. 18225; and it is further

ORDERED that that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Case 05-21207 Document 12435 Filed in TXSB on 08/19/99 Page 8 of 15 Case 05-21207 Document 12069 Filed in TXSB on 07/23/09 Page 6 of 12

Dated: _____, 2008

SEP 2 3 2008

RICHARD S. SCHMIDT

UNITED STATES BANKRUPTCY JUDGE

## ASARCO LLC, et al. ## OF-21207 ##		TATES BANKRUPTCY COURTS	Case Nu		PROOF OF CLAIM
Note: and Address where noises should be sent: Archiver 1.5 pootor, Esq., Burger Singerman, P.A. Software 1.5 pootor, S	Name of Debtor				1 ROOF OF CLAIM
has filed a proof of claim relating to your claim. Attach copy of sustement giving particulars. Name and Address where nolizes should be sent: Attach copy of sustement giving particulars. Attach copy of sustement in this case. Check be on if he address differs from the suddress on the envelope sent to you by the court. Check be on if he address differs from the suddress on the envelope sent to you by the court. Check be on if he address differs from the suddress on the envelope sent to you by the court. Check be on if he address differs from the suddress on the envelope sent to you by the court. Check be on if he address differs from the suddress on the envelope sent to you by the court. Attach copy of the envelope sent to you by the court. Attach copy of the envelope sent to you by the court. Attach copy of the envelope sent to you by the court. Attach copy of the envelope sent to you by the court. Attach copy of the envelope sent to you by the court. Attach copy of the court of the suddress of the suddress on the envelope sent to you by the court. Attach copy of the court of the suddress of	NOTE: This fo	orm should not be used to make a claim for an admease. A "request" for payment of an administrativ	ninistrative	expense arising after the commencement	
Arthur J. Spector, Esq., Berger Singerman, P.A. 350 E. Les Olas Boulevard, Suite 1000 Telephoae Number: (459) \$1.25-93.00 Last four digits of account or other number by which creditor detertifies below: (1589 only list last 4 digits of 588): Telephoae Number: (459) \$1.25-93.00 Telephoae Number: (459)	debtor owes mor Rinker Materia	ney or property): als South Central, Inc.	has filed	a proof of claim relating to your claim.	
Afther 1. Speciols, Esq., betty estimated in the bankruptcy court in this case. Check box if the address differs from the address on the envelope sent to you by the court.		•	[Z] Check	box if you have never received any	
Takes Secured Claim Services performed Services Services performed Services S	350 E. Las Ola	s Boulevard, Suite 1000	notices fi	om the bankruptcy court in this case. box if the address differs from the	
Resister Claim	Telephone Num	aber: (954) 525-9900	address o	n the envelope sent to you by the court.	THIS SPACE IS FOR COURT USE ONLY
Goods sold Services performed Money loaned Goods sold Personal injury/wrongful death Formal injury/wrongful death Goods	Last four digits o	of account or other number by which creditor	1	ere if replaces n amends a previously fi	cd claim, dated
Per 11 U.S. C. § 365(g), August 9, 2005 4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. Unsecured Nonpriority Claim \$ 98,356,298.00 Insecured Nonpriority Claim \$ 100 post of your claim is entitled to priority. Unsecured Priority Claim. Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Unsecured Priority Claim. Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) Wages, salaries, or commissions (up to \$10,950), *earned within 180 days before filing of the bankruptey petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(7). Contributions to an employee benefit plan - 11 U.S.C. § 59.886.298.00 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. Total Amount of Claim at Time Case Filed: \$ 89.856.298.00 (Unsecured Nonpriority) Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. Cecured Claim Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statements of running accounts, contracts, cour judgments, mortages, security agreements, and evidence of perfection of lies	☐ Goods sold ☐ Services perfo ☐ Money loane ☐ Personal inju ☐ Taxes	ormed d ry/wrongful death	□ Wage Last f Unpa	s, salaries, and compensation (fill out below our digits of SS #: id compensation for services performed)
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. Whereverse side for important explanations. I Dissecured Nonpriority Claim \$ 89,856,298.00 Check this box if: a) there is no collateral or lien securing your claim, or b) your claim is excured by collateral or lien securing your claim, or only part of your claim is entitled to priority. Unsecured Priority Claim. Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) Wages, salaries, or commissions (up to \$10,950), * earned within 180 days before filting of the bankruptey petition or cassation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(1). Total Amount of Claim at Time Case Filed: \$ 89.856.298.00 + (Unsecured Priority) Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemated statements of numing accounts, contributions to the principal amount of the claim. Attach itemated statements of running accounts, contributions to the principal amount of the claim. Attach itemated statements of numing accounts, contributions to the principal amount of the claim. Attach itemated statements of additional charges. Characteristic process of the purpose of making this proof of claim. Po NOT SEND ORIGINAL DOCUMENTS. If the documents are voluminous, attach a summary. Supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contributions are not available, explain. The documents are voluminous, attach a summary. Supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contributions are not available, explain. Th	Por 11 II C C	8 365(n) August 9 2005		•	
□ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). □ Wages, salaries, or commissions (up to \$10,950),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). □ Contributions to an employee benefit plan - 1! U.S.C. § 507(a)(5). □ Contributions to an employee benefit plan - 1! U.S.C. § 507(a)(5). □ Check this box if claim at Time Case Filed: \$ 89.856.298.00 + (Unsecured Nonpriority) (Secured) (Unsecured Priority) □ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of additional charges. 6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages. See reverse for instructions) 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims. The TRUMBULL GRO	b) your claim exonly part of you Unsecured Pric Check this be which is entitled	sceeds the value of the property securing it, or if or relaim is entitled to priority. Denote Claim. Do if you have an unsecured priority claim, all or it to priority.) none or	Brief Description of Collateral: Real Estate	t time case filed included in
Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after date of adjustment. 5. Total Amount of Claim at Time Case Filed: \$ 89.856.298.00 +	☐ Domestic super (a)(1)(B). ☐ Wages, salar within 180 days cessation of the U.S.C. § 507(a)	pport obligations under 11 U.S.C. § 507(a)(1)(A) ies, or commissions (up to \$10,950), earned to before filing of the bankruptcy petition or debtor's business, whichever is earlier - 11 (4).	services Taxe	for personal, family, or household use - 11 s or penalties owed to governmental units -	U.S.C. § 507(a)(7). 11 U.S.C. § 507(a)(8).
(Unsecured Nonpriority) (Secured) (Unsecured Priority) (Total) Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. 6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages. (See reverse for instructions) 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims. Page 1. Sign and print the name and title, if any, of the creditor or other person authorized to file this claim the TRUMBULL GROUND contracts or the principal amount of the claim. Attach itemized statement of all interest or additional charges. Page 2. Sign and print the name and title, if any, of the creditor or other person authorized to file this claim.		s to an employee benefit plan - 1! U.S.C. §	*Amour	us are subject to adjustment on 4/1/10 and	every 3 years thereafter with ustment.
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. 6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages. (See reverse for instructions) 8. Date-Stamped Copy: To receive an acknowledgment of the filling of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims. Date Sign and print the name and title, if any, of the creditor or other person authorized to file this claim HETRUMBULL GRO	5. Total Amou	int of Claim at Time Case Filed: \$ 89.858.2	98.00 +	(Secured) + (Unsecured Price	= 89.856.298.00 prity) (Total)
of claim. 7. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages. (See reverse for instructions) 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims. Date Sign and print the name and title, if any, of the creditor or other person authorized to file this claim HETRUMBULL GRO	additional c	ox if claim includes interest or other charges in a harges.	ddition to th	s principal amount of the claim. Attach ite	mized statement of all interest or
Date Sign and print the name and title, if any, of the creditor or other person authorized to file this claim THE TRUMBULL GRO	6. Credits: The of claim. 7. Supporting invoices, itemievidence of per If the document instructions) 8. Pate-Stamp	e amount of all payments on this claim has been created the second of the contract of the cont	documents, court judgm CUMENTS. documents s	such as promissory notes, purchase orders, ents, mortgages, security agreements, and If the documents are not available, explain, hould not exceed 5 pages. (See reverse for ur claim, enclose a stamped, self-addressed	JUN 18 2007 /8225
	Date	Sign and print the name and title, if any, of the	e creditor o	r other person authorized to file this claim	11.00

Scheoure 4.11

May 23, 2000

AGREEMENT

This AGREEMENT, made and entered into this the 23rd day of May, 2000 by and among ASARCO Incorporated, Tennessee Mines Division ("TMD"), a corporation organized under the laws of the State of New Jersey duly authorized to do business in the State of Tennessee with a place of business in Jefferson County, Tennessee and AMERICAN LIMESTONE COMPANY, INC. ("ALC"), a corporation organized under the laws of the State of Delaware duly authorized to do business in the State of Tennessee with a place of business in Knox County, Tennessee.

WITNESSETH:

WHERBAS, TMD is engaged in the mining and production of zino from underground mines and surface mills located in Jefferson, Knox and Grainger Countles (the "Properties").

WHEREAS, said mining and production operations produce by-products which include: (1) crushed Number 4 and Number 57 stone by-products which are more particularly defined in Exhibit I hereto ("Aggregates"); (2) agricultural limestone which is more particularly described in Exhibit II hereto ("Ag Lime") or an updated specification which is approved by the state where the Ag Lime is marketed; (3) limestone masonry sand which is more particularly described in Exhibit III hereto ("Masonry Sand") (sometime referred to in the industry as 20 Mesh); and (4) items in (1), (2) and (3) are collectively referred to as the "Products"; all of which by-products have been previously supplied by TMD to ALC.

NOW, THEREFORE, for and in consideration of the premises and the promises of the parties contained herein, the parties hereto agree as follows:

- 1. TMD hereby grants to ALC the exclusive right to purchase all Aggregates and Masonry. Sand produced by TMD's mining and milling operations and ALC agrees to purchase all of TMD's production of Aggregates and Masonry Sand, except that normal working inventory equivalent to three months of normal annual production shall be maintained at all times. TMD shall provide by December 1st of each year the approximate quantities of such materials specified in Exhibits I and III expected to be produced the following calendar year.
- 2. TMD will provide the scale house, two 60' industrial scales for weighing tractor and trailers up to 80,000 pounds, and a heavy duty 5/8 cubic yard clamshell loader for leveling loads on trucks. The two scale operators shall be provided by TMD and will be bonded and certified by the State of Tennessee Department of Weights and Measures. The scales should be checked regularly and certification of the scales should be posted at all times.
- 3. TMD shall be responsible for sizing production at the Properties into a size #57 and size #4 stone and stockpiling each accordingly. Approximately 50 percent of the Aggregate produced at the Properties shall be sized to #57 size and 50 percent

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS CORPUS CHRISTI DIVISION

In re:		§	Case No. 05-21207
ASARCO LLC	, et al.	8	Chapter 11
•	Debtors.	9 6	Jointly Administered

MOTION FOR ORDER AUTHORIZING DEBTOR TO REJECT BY-PRODUCTS PURCHASE AGREEMENT WITH AMERICAN LIMESTONE COMPANY, INC.

IF YOU WANT A HEARING, YOU MUST REQUEST ONE IN WRITING, AND YOU MUST RESPOND SPECIFICALLY TO EACH PARAGRAPH OF THIS PLEADING. YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY DAYS FROM THE DATE YOU WERE SERVED AND GIVE A COPY TO THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THIS PLEADING AS UNOPPOSED AND GRANT THE RELIEF SOUGHT.

IF A PARTY REQUESTS EMERGENCY CONSIDERATION, THE COURT MAY ACT EXPEDITIOUSLY ON THE MATTER. IF THE COURT ALLOWS A SHORTER RESPONSE TIME THAN TWENTY DAYS YOU MUST RESPOND WITHIN THAT TIME. IF THE COURT SETS AN EMERGENCY HEARING BEFORE THE RESPONSE TIME WILL EXPIRE, ONLY ATTENDANCE AT THE HEARING IS NECESSARY TO PRESERVE YOUR RIGHTS. IF AN EMERGENCY HEARING IS NOT SET, YOU MUST RESPOND BEFORE THE RESPONSE TIME EXPIRES.

TO THE HONORABLE RICHARD S. SCHMIDT, UNITED STATES BANKRUPTCY JUDGE:

ASARCO LLC ("ASARCO" or the "Debtor"), respectfully files this Motion for Order Authorizing Debtor to Reject By-Products Purchase Agreement with American Limestone Company, Inc. (the "Motion").

PARTIES, JURISDICTION, AND VENUE

On August 9, 2005 (the "Petition Date"), ASARCO filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in this Court. On April 11, 2005, several of ASARCO's wholly owned direct or indirect subsidiaries

Exhibit A

DAL02:447450.4

996

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS CORPUS CHRISTI DIVISION

In re:		§	Case No. 05-21207
ASARCO LLC, et al.,	•	8	Chapter 11
Debtors.		8 8 8	(Jointly Administered)

ORDER GRANTING MOTION FOR AUTHORIZATION TO REJECT BY-PRODUCTS PURCHASE AGREEMENT WITH AMERICAN LIMESTONE COMPANY, INC.

Upon the motion (the "Motion") of the Debtor in the above captioned case, for entry of an order, pursuant to sections 105(a) and 365(a) of title 11 of the United States Code and Federal Rule of Bankruptcy Procedure 6006, authorizing rejection of certain by-products purchase agreement, and due and adequate notice of the Motion having been provided under the circumstances; and it appearing that rejection of the contract attached as Exhibit A to the Motion (the "Contract") is in the best interest of the Debtor, its estate and creditors; and upon the Motion and the full record in these cases; and after due deliberation and sufficient cause appearing therefor; it is therefore

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the Contract is rejected effective as of November 22, 2005. Notwithstanding the foregoing, nothing in this Order shall limit the right of a party under the Contract subject to this Motion from seeking allowance of an administrative claim under 11 U.S.C. § 503, if deemed appropriate by it, for postpetition services, or the right of the Debtor to oppose such relief; and it is further

ORDERED that nothing in the Motion or Order shall constitute a waiver, admission, or estoppel in respect of any claims or defenses the Debtor may have arising out of or

Zinc Aggregate Impact To Rinker South Central

Year	June of	to May	Volume (Tons)	Lost Margin (Per Ton)		•	Total Lost Margin	
1	2007	2008	665,000	\$	3.49	\$	2,319,210	
2	2008	2009	900,000	\$	3.49	\$	3,138,780	
3	2009	2010	1,100,000	\$	3,49	\$	3,836,287	
4	2010	2011	1,100,000	\$	3.49	\$	3,836,287	
5	2011	2012	1,100,000	\$	3.49	\$	3,836,287	
6	2012	2013	1,100,000	\$	3.49	\$	3,836,287	
7	2013	2014	1,100,000	\$	3.49	\$	3,836,287	
8	2014	2015	1,100,000	\$	3.49	\$	3,836,287	
9	2015	2016	1,100,000	\$	3.49	\$	3,836,287	
10	2016	2017	1,100,000	\$	3.49	\$	3,836,287	
11	2017	2018	1,100,000	\$	3.49	\$	3,836,287	
12	2018	2019	1,100,000	\$	3.49	\$	3,836,287	
13	2019	2020	1,100,000	\$	3.49	\$	3,836,287	
14	2020	2021	1,100,000	\$	3.49	\$	3,836,287	
15	2021	2022	1,100,000	\$	3.49	\$	3,836,287	
16	2022	2023	1,100,000	\$	3.49	\$	3,836,287	
17	2023	2024	1,100,000	\$	3.49	\$	3,836,287	
18	2024	2025	1,100,000	\$	3.49	\$	3,836,287	
19	2025	2026	1,100,000	\$	3.49	\$	3,836,287	
20	2026	2027	1,100,000	\$	3,49	\$	3,836,287	
21	2027	2028	1,100,000	\$	3.49	\$	3,836,287	
22	2028	2029	1,100,000	\$	3.49	\$	3,836,287	
23	2029	2030	1,100,000	\$	3.49	\$	3,836,287	
24	2030	2031	1,100,000	\$	3.49	\$	3,836,287	
			25,765,000			\$	89,856,298	

. Boca Raton Fort Lauderdale . Miami Tallahassee

H N

We center ocative and effective business solutions and counsel BERGER SINGERMAN at 1 to 5 no 15 st.

350 East Las Olas Boulevard Sulte 1000 Fort Lauderdale, Florida 33301

012H16202879 H92161.

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RECEIVED JUN 18 2007 ASARCO (LLC c/o The Trumball Group, L.L.C. P.O. Box 72!

Windsor, CT 06095-0721

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THE TRIBUTE OFFICE OFFI

1870+98080

EXHIBIT C

Address for Notices:

Halcyon Master Fund, L.P. c/o Halcyon Asset Management LP Attn: Matt Seltzer 477 Madison Avenue New York, New York 10022

Fax: (212) 838-8299

Wire Instructions:

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Acct. Name: Deutsche Bank Prime Brokerage

FFC: Halcyon Master Fund, L.P.

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